

SOLICITATION, OFFER AND AWARD				PAGE OF PAGES 1 24			
1. CONTRACT NO.		2. SOLICITATION NUMBER DTFAAC-08-R-00161		3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)			
				4. DATE ISSUED 10/18/2007			
				5. REQUISITION/PURCHASE NUMBER AC-08-00161			
6. ISSUED BY AMQ-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125		CODE AMQ0310-ARC		7. ADDRESS OFFER TO (If other than Item 6) DOT/FAA/MMAC/AMQ-100 6500 S. MacArthur Blvd. BID & PROPOSAL OFFICE/MPB RM 313 OKLAHOMA CITY, OK 73169			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
8. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until <u>1500 CT</u> local time <u>10/25/2007</u> (Hour) (Date)							
CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.							
9. FOR INFORMATION CALL		A. NAME Brenda Elliott		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 405 NUMBER 954-7844 EXT.			
				C. E-MAIL ADDRESS brenda.elliott@faa.gov			
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OFFER (Must be fully completed by offeror)							
NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period.							
11. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
12. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
						CALENDAR DAYS (%)	
13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.	
14A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
14B. TELEPHONE NUMBER		14C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		16. SIGNATURE		17. OFFER DATE	
AREA CODE		NUMBER		EXT.			
AWARD (To be completed by CONTRACT AUTHORITY)							
18. ACCEPTED AS TO ITEMS NUMBERED		19. AMOUNT		20. ACCOUNTING AND APPROPRIATION			
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:				22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
23. ADMINISTERED BY (If other than Item 6)		CODE		24. PAYMENT WILL BE MADE BY		CODE	
25. NAME OF CONTRACTING OFFICER (Type or print) Brenda Elliott				26. CONTRACT AUTHORITY (Signature of Contracting Officer)		27. AWARD DATE	
IMPORTANT - Award will be made on this Form, or by other authorized official written notice.							

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: A6973NXM A6973NXM 6973NX FAA AERO CENTER, AMA-800 INTERNATL TRAINING DIV, ANF-1, RM 220 PO BOX 25082 M OKLAHOMA CITY OK 731250082 US FOB: Destination				
0001	Provide facilities Instructional Services for one Basic Electronics class for an estimated 12 international participants in accordance with the Performance Work Statement, terms and conditions. 1 CLASS @ \$ _____ ISO9000: N Electronic & IT: 03				
0002	OPTIONAL: Provide facilities Instructional Services for one Basic Electronics class for an estimated 12 international participants in accordance with the Performance Work Statement, terms and conditions. 1 CLASS @ \$ _____ ISO9000: N Electronic & IT: 03				

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**C.1 GENERAL**

(a) Provide the services, as referenced below, in accordance with Paragraph C.2, Performance Work Statement (PWS).

C.2 PERFORMANCE WORK STATEMENT – AFGHAN TECHNICIAN TRAINING - BASIC ELECTRONICS**1.0 General**

1.1 Ordering Office: Federal Aviation Administration (FAA), Academy Airports and International Training Division (AITD), AMA-800

1.2 Requirement need/start date: November 2007 – January 2008

1.3 Place of Performance: Vendor secured location within 20 miles of Mike Monroney Aeronautical Center, Oklahoma City, OK

1.4 FAA Program Manager (PM): Stan Solo, AMA-800, 405-954-8175
FAA Contracting Officer Technical Representative (COTR): Theresa White, AMA-800, 405-954-7102

2.0 Background

The FAA is working with the Department of State and Country of Afghanistan to install and establish an Air traffic radar system at the airport of Kabul. Local Afghanistan technicians will perform maintenance of this radar. Based on previous assessments of the workforce it was determined that a cadre of technicians needs to be established. In order for this cadre to receive advanced radar technician training at the FAA Academy this cadre workforce needs to first receive extensive and complete training in fundamentals of electricity and electronics.

3.0 Scope

FAA requires the services of a contract vendor to provide classroom instruction, course related laboratory activities, and testing in support of the FAA Academy's Afghan Technician Training – Basic Electronics Program.

FAA will require training in Basic Electronics Theory for up to twenty-four (24) international participants. FAA envisions sending approximately twelve (12) international participants to training each fiscal year over the next two years. The participants attending these courses may be technicians, or other personnel nominated by the civil aviation authorities of Afghanistan.

The Contractor shall administer, manage, and perform the instruction and related services described in this PWS. The vendor must provide flexibility in both the length and the dates of the training. The vendor may propose courses of alternate lengths. The instructional services shall be conducted for 8 hours per day over consecutive periods of time during normal business hours, Monday through Friday, except federally established holidays.

4.0 Deliverables

The vendor will deliver one training session in the Oklahoma City, Oklahoma area during fiscal year 2008 as set forth in the schedule below. At FAA's discretion, an optional session may be purchased. Schedule for the optional session is set forth below. Sessions shall not run concurrently. Session durations are for planning purposes only and may be adjusted based on course lengths proposed by vendor. Each training session must accommodate approximately twelve (12) international trainees.

Proposed Session Timeframe:

Session 1: November 2007/ January 2008 – March/June 2008

Session 2 (OPTIONAL): March/June 2008 – September 2009

All courses will be delivered in a facility secured by the contractor, within 20 miles of the Mike Monroney Aeronautical Center. The FAA shall arrange for round trip transportation of the participants between the participants' lodging facility and the training facility.

Instructional Services: The Contractor shall provide administration, management, and instruction of Basic Electronics. The courses shall be delivered using course materials approved by the PM and shall meet the FAA training objectives described herein. The instruction shall be provided by qualified instructors who shall administer pre-and post-tests and periodic progress evaluations. The vendor will also provide end-of-class evaluations that assess the quality of content, instructors, learning environment, perception of knowledge gained, structure, and format. All participant test results, end-of-class evaluations, documentation and reports listed in Section 4.8 shall be developed and reviewed by the Instructor who will submit them to the COTR and PM in accordance with delivery schedule set forth in paragraphs below.

The vendor will furnish all instructors, materials, equipment/supplies, facilities and services necessary to successfully conduct the training sessions.

The course of instruction will include as a minimum but not limited to the following modules:

4.1.1 Technical Mathematics – instruction in all mathematical computations required in the Basic Electronics curriculum, including but not limited to:

- Ratios, proportion and percentage problems
- Extracting roots and raising numbers to a given power
- Algebraic operations involving addition, subtraction, multiplication and division of positive and negative numbers
- Areas and volume of various geometrical shapes
- Use of graphs and charts

4.1.2 Basic DC electricity – instruction in the theory and principles of electricity and direct current circuits, including but not limited to:

- Interpreting the theory and principles of electricity
- Determining the relationship of voltage, current, and resistance in electrical circuits
- Calculating and measuring electrical power
- Measuring voltage, current, resistance and continuity
- Recognizing the theory and principles of direct current

4.1.3 Basic AC electricity - instruction in the theory and principles of electricity and alternating current circuits, including but not limited to:

- Interpret the theory and principles of alternating current
- Calculate and measure capacitance and inductance
- Measure voltage, current, resistance and continuity

4.1.4 Solid State Circuits – instruction in the theory and principles of electron control devices, including but not limited to:

- Operation of electron control devices
- Electrical circuit diagrams including solid-state devices and logic functions

4.1.5 Analog and Digital Circuits - instruction in the theory and principles of analog and digital circuits, including but not limited to:

- Diodes and diode circuits
- Transistor circuits
- Transistor Amplifiers
- Transistor Oscillators
- Transistor Pulse circuits
- Trigger Devices Circuits
- Operational Amplifiers
- RF Amplifier Circuits

4.1.6 Power Supplies - instruction in the theory and principles of power supplies, including but not limited to:

- Power supply Operation
- Full and Half Wave Rectifier Operation
- Bridge Rectifier Operation
- Voltage Regulators
- Zener Diode Operation
- IC Regulator Operation
- Voltage Doublers Operation

4.1.7 Digital Circuits- instruction in the theory and principles of digital circuits, including but not limited to:

- Digital Electronics circuits
- Digital Logic Functions
- Combinational Logic functions
- Flip Flop circuits
- Registers and Memory circuits
- Arithmetic Counting circuits
- Analog to Digital Conversion circuits
- Digital to Analog Conversion circuits

4.1.8 Test Equipment usage including:

- Multimeters and Oscilloscope

4.1.9 Assembly and preparation of test cables and connectors.

4.1.10 Trouble shooting techniques including:

- System fault analysis
- Identification of open, short and changed value components in simple and complex circuits and equipments.

Instructor: Each instructor must be qualified to teach the subject matter for the applicable module. Exceptions must be coordinated and approved by the PM. All participant documentation and reports listed as a deliverable shall be developed or reviewed and submitted to the PM or COTR by the Lead Instructor in accordance with delivery schedule set forth in paragraphs below.

Pre- and Post-Tests: The Contractor shall administer and analyze pre-and post-tests in conjunction with the FAA to each participant in Basic Electronics. Test results and subsequent classroom work shall be coordinated when with the Program Manager not later than two days following the test completion, i.e., one written pre test per student prior to class start for each session, one written post test at end of class.

Progress Evaluations/Checklists: Periodic progress checks shall be administered to each participant in Basic Electronics training by the contractor to monitor effectiveness of training on improvement of technical skills proficiency. Results shall be coordinated with the PM not later than two days following each progress check completion. Module tests shall satisfy as a progress test.

FAA Academy Evaluation: Administer the FAA Academy end-of-course evaluation forms for each class for completion by each participant. The FAA will provide the forms, and the original of all completed forms shall be forwarded to the PM at the conclusion of each session.

Instructional and Testing Activities: Structured learning and testing activities shall be taken principally, but not exclusively, from the modules developed by the contractor.

Course Assessment: The Contractor shall monitor each class for the purpose of recommending improvements for a subsequent session.

Reports:

Record of Attendance: the Instructor shall maintain an attendance record verifying attendance of all participants. The contractor shall forward this record to the PM or COTR at the end of each week of instruction. Additionally, the vendor shall notify the PM/COTR on a daily basis of student absences. This daily notification shall be NLT 1 hour after class starts.

Training Certificates and Course Completion Verification: Within three (3) days of the conclusion of each course, the Contractor will provide a list of those participants who successfully completed each course. The FAA Academy will furnish certificates of completion for each participant to be presented at a completion ceremony.

Training Report: For each course the contractor will formally document all training presented, tests conducted and the results achieved, and will provide these to the PM and COTR within two weeks following the completion of each session. At a minimum, documentation will include:

- Post-test module comparisons with averages of progress achieved
- Progress evaluation results
- Summary of any participant feedback

Travel: No travel is anticipated in the performance of this task.

4.10 Class Cancellation: The FAA Academy reserves the right to cancel either class due to lack of enrollments. A fourteen (14) day notice will be provided to the contractor in the event of cancellation.

5.0 Acceptance

The Government will consider the contract performance acceptable when the courses are successfully delivered to meet objectives, reports are submitted in accordance with the scheduled delivery and administration of placement tests and analysis is completed.

The Contractor may invoice at completion of each class.

The Instructional services shall include the following:

5.1 Delivery of training using FAA approved training materials for the Courses described herein.

5.2 FAA approved training materials shall be adapted as necessary to target specific technical skills issues of participants, in order to accomplish the following:

Participant progress toward improvement in technical skills identified by FAA for progression onto advanced training at the Academy.

5.3 Administration of all FAA approved pre-tests, progress evaluations, and post-tests.

5.4 Coordination with FAA PM accomplished for all reporting documents, training reports, and raw results of tests.

6.0 Task Description

The audience for this training is international students with a need to thoroughly understand Basic Electronics theory.

The following provides more specific details about the training requirements:

FAA requests an all-inclusive, per session cost for instructor-led training.

The all-inclusive price per session must cover all the vendors' costs, including but not limited to: instructors, materials, supplies, facilities, lunch for participants (optional if appropriate food choices are located within two blocks of training facility). FAA will not be required to pay any additional fees or expenses beyond the per session cost.

The following information must be provided for each course proposed by the vendor:

1. Length of each course
2. Location of each course
3. Outline of the course content
4. Agenda for each day of the course
5. Description of lunches and refreshments to be provided each day, or prove appropriate food choices are located within two blocks of training facility. Special consideration shall be given to Islamic dietary requirements
6. Resumes for the instructors for each course

The vendor shall also provide: Three (3) past performance references for work with organizations involving comparable instructional material (content) and experience acquiring a flexible contract similar to this requirement.

Timeframe and Location: The first training session will be held in the Oklahoma City area within 20 miles of the Mike Monroney Aeronautical Center. The first session shall be ready for commencement thirty (30) days after contract award. Future training sessions will be determined at a later date but no later than thirty (30) days prior to the training date.

Facilities: Vendor shall arrange/procure all meeting space as part of the inclusive cost of the training.

Number of Participants: Maximum of twenty-four (24) international participants with approximately twelve (12) participants per session.

Participant Materials: Vendor shall provide, as part of the inclusive cost of the training, participant materials to enhance and reinforce learning. Vendor will be responsible for producing and delivering the materials to the session. The materials should include an agenda and end-of-course evaluation survey.

7.0 Performance Period

The approximate performance period of the agreement is from the date of execution of all parties with the first training session commencing between November and January of the FY 2008, with the option of one (1) additional training session.

8.0 Definition of Terms

AITD: Airports and International Training Division, a division of the FAA Academy

Contracting Officer (CO): The person authorized to act on behalf of the Government to negotiate and award contracts and modifications thereto, and to administer contracts through completion or termination. Except for certain limited authority delegated by the Contracting Officer to a technical representative, the Contracting Officer is the only individual with the authority to direct the work of the Contractor.

Contracting Officer's Technical Representative (COTR): The authorized Government representative(s) acting within the limits of their delegated authority for management of specific projects or functional activities.

Course Materials: Instruction manuals and necessary supplies to conduct the activities outlined in the curriculum.

FAA: Federal Aviation Administration, a component agency of the U .S. Department of Transportation.

Instructional Manuals: The student/instructor course book, which contains instructions and content for all classroom activities and exercises, including teaching aids and related learning materials.

Laboratory Activities: Planned activities outside the classroom that encourage general practical exercises and interactions among the participants and instructors that can be used as reinforcement of theory of classroom presentations and discussion.

MMAC: FAA Mike Monroney Aeronautical Center located in Oklahoma City, Oklahoma.

Participant: Student/learner.

Program Manager (PM): FAA Point of Contact for management of the AITD Afghan Technician Training – Basic Electronics Program.

Quality Assurance: Actions taken by the FAA to ensure compliance with the provisions of the Performance Work Statement.

Quality Control: Actions taken by the contractor to ensure compliance with the provisions of the Performance Work Statement.

Session: Sum total of all modules/components of Basic Electronics instruction.

Training Outcomes: The total combination of technical skills and knowledge that Learners must acquire to successfully undertake targeted training assignments.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)**CLA.1908**

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Services – Fixed-Price and Cost Reimbursement" (AMS 3.10.4-4).

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT (APR 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 PRINCIPAL PLACE OF TRAINING (JAN 1997)**CLA.0180R**

The contractor shall enter below the principal place of performance where the training will be conducted.

Location (City and State)

F.2 TRAINING SCHEDULE (OCT 2006)**CLA.0241R**

(a) The contractor shall start the training described in this contract within 30 calendar days after receipt of either an oral or written notice from the Contracting Officer or the Contracting Officer's Technical Representative (COTR).

(b) Exact training dates will be by mutual agreement of both parties.

F.3 CONTRACT PERIOD (JAN 1997)**CLA.1604**

The effective period of this contract is the date of award through September 30, 2009.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)
- 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)
- 3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)
- 3.11-34 F.O.B. DESTINATION (APRIL 1999)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JULY 1996)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

**H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY,
OR DEATH OF FAA STUDENTS (JAN 1997)****CLA.0148R**

Procedures for communicating student absences, serious illness, injuries, or death to a FAA student shall be as follows:

- (a) In the event that a FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated COTR office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the COTR office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the COTR office.
- (d) In the case of the death of a student, the contractor shall contact immediately the COTR office.

**H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE
DISPUTE RESOLUTION (APRIL 1998)****CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.3 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)**CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.4 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II - SECTION I - CONTRACT CLAUSES

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (APRIL 2006)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database," means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (1) The offeror should be prepared to provide the following information:
- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.

- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION (OCTOBER 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract-financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds;

OR

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-33 ORDER OF PRECEDENCE (JULY 2004)
- 3.2.2.3-75 REQUESTS FOR CONTRACT INFORMATION (JULY 2004)
- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)
- 3.2.5-3 GRATUITIES OR GIFTS (JANUARY 1999)
- 3.2.5-4 CONTINGENT FEES (OCTOBER 1996)
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 1996)
- 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1999)
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
- 3.3.1-1 PAYMENTS (APRIL 1996)
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
- 3.3.1-9 INTEREST (APRIL 1996)
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
- 3.3.1-17 PROMPT PAYMENT (JANUARY 2003)
- 3.4.2-6 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCTOBER 1996)
- 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES--FIXED PRICE CONTRACT (APRIL 1996)
- 3.6.2-2 CONVICT LABOR (APRIL 1996)
- 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)
- 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APRIL 2007)
- 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APRIL 2000)
- 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (APRIL 2007)
- 3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998)
- 3.6.2-37 NOTIFICATION OF EMPLOYEES' RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (APRIL 2007)
- 3.6.2-39 TRAFFICKING IN PERSONS (JULY 2007)
- 3.6.3-2 CLEAN AIR AND CLEAN WATER (APRIL 1996)
- 3.6.3-16 DRUG FREE WORKPLACE (JANUARY 2004)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APRIL 1996)
- 3.8.2-19 PROHIBITION ON ADVERTISING (OCTOBER 1996)
- 3.9.1-1 CONTRACT DISPUTES (NOVEMBER 2002)
- 3.9.1.2 PROTEST AFTER AWARD (AUGUST 1997)
- 3.10.1-7 BANKRUPTCY (APRIL 1996)
- 3.10.1-12 CHANGES--FIXED-PRICE (APRIL 1996)
- 3.10.1-12 CHANGES--FIXED-PRICE ALTERNATE I (APRIL 1996)
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (JANUARY 2003)
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)
- 3.10.6-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (OCTOBER 1996)
- 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)

PART III - SECTION J - LIST OF ATTACHMENTS
NOT APPLICABLE

PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

FEDERAL AVIATION ADMINISTRATION BUSINESS DECLARATION

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone/ Number of Firm: _____ Facsimile Number of Firm: _____
E-mail: _____
4. (a) Name of Person Making Declaration: _____ (b) Telephone _____
(c) Position Held In The Company: _____
5. Controlling Interest In Company (X All Appropriate Boxes)
☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian American
☐ Other Minority (Specify) _____ Other (Specify) _____ ☐ Female
☐ Male ☐ 8(a) Certified (Certification Letter Attached) ☐ Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions? ☐ Yes ☐ No
If No, provide the name/telephone # of the person who has this authority: _____
7. Nature of Business—Specify major services/products (NAICS). _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees: _____
9. Type of Ownership: ☐ Sole Ownership ☐ Partnership ☐ Other (Explain Below) _____
10. Gross receipts of the firm for the last three years: Year Ending _____ Gross Receipts \$ _____
Year Ending _____ Gross Receipts \$ _____ Year Ending _____ Gross Receipts \$ _____
11. ☐ Tax Identification Number (TIN): _____
☐ Data Universal Numbering System (DUNS): _____
☐ Employer Identification Number (EIN) (If applicable): _____
☐ Social Security Number (SSN) (If applicable): _____

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

SIZE STANDARDS AND THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) (FEBRUARY 2002)

The NAICS code for this acquisition is 423430. The small business size standard is 100.

12. Is the firm a small business? ☐ Yes ☐ No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING (Name of Business) _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I
AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____

Name/Title: _____

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)**CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 611519.
 (2) The small business size standard is 6 million.
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION(MAR 1999)CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____,
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____
[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____
(country)

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

3.2.2.3-23 PLACE OF PERFORMANCE (JULY 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street: _____

City: _____

State: _____

Zip Code: _____

Name of owner and operator, if other than the owner: _____

3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)**(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.3-76 REPRESENTATION- RELEASE OF CONTRACT INFORMATION (JULY 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1) ☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2) ☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1) ☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2) ☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

**3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR)
(APRIL 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that—

(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that—

(a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.8.2-18 CERTIFICATION OF DATA (OCTOBER 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1996)

3.6.3-1 CLEAN AIR AND WATER CERTIFICATION (APRIL 2000)

PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 COST INFORMATION (JAN 1997)****CLA.0169**

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.

L.2 TECHNICAL PROPOSAL (JAN 1997)**CLA.0264R**

(a) Offerors must, in addition to the price proposal, submit a technical proposal in sufficient detail to demonstrate their complete understanding of the Performance Work Statement (Attachment 1), Training Outcomes (Attachment 2), Additional Requirements (Attachment 3), if applicable, and the availability of experienced management and technical personnel necessary to perform the services described in the solicitation. Technical proposals will be evaluated in accordance with the criteria set forth in Part IV, Section M, Evaluation Factors. Therefore, your proposal must contain information regarding technical capability, technical experience, training course experience, personnel capability, and technical management capability, in addition to any other information you deem necessary to demonstrate your abilities.

(b) Technical proposals shall be in narrative form (two copies) and should be typewritten on bond paper measuring 8-1/2 x 11 inches. Sheets may be printed on both sides; foldouts should not exceed 18 inches. Technical proposals shall be organized by section, and appropriately tabbed or identified as follows:

(1) Training curriculum demonstrating in detail how the offeror will accomplish the work specified in Attachments 1, 2 and 3; i.e., depth of the course of instruction and any other information deemed pertinent to enable the Government to make a determination.

(2) Tentative dates available for conducting the training within the time frame specified in Part I, Section F, Paragraph F.2, Training Schedule.

(3) For each instructor, the offeror shall furnish complete and detailed information in the form of a resume including the background; education; training; experience and special qualifications including previous work in related areas and similar projects; and performance references.

(4) Experience and previous work by the contractor in related areas: any pertinent or special qualifications, including experience in similar projects.

(5) The offeror shall describe his organization and management policies to accomplish the contract requirements. Functional policies, techniques, and procedures applicable to the management of the contract effort shall be provided.

(c) Offeror's comments such as "will comply" will not constitute an acceptable response. Statements to the effect that the prospective offeror understands, can or will comply with the specifications in whole or in part, phrases such as "standard procedures will be used" or "well known techniques will be utilized" will not constitute compliance with these requirements concerning the content of the technical proposal.

L.3 QUALIFICATION CRITERIA (JAN 1997)**CLA.0253R**

To be considered qualified and responsive, each offeror shall submit a copy of the proposed training curriculum outline for the course identified herein.

L.4 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997)**CLA.1045R**

(a) Offerors must submit technical proposals (two copies) in addition to price proposals. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.

(b) Offerors are advised to submit proposals, which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.

(c) The technical proposal must provide information to address the following evaluation category:

(1) Provide a syllabus of the proposed training course;

(d) In addition to the technical information requested above for evaluation, offerors must provide the following additional information. This additional information will not be evaluated as a part of the technical evaluation; however, it will be used to determine contractor responsibility and ability to perform:

(1) Provide your projected training schedule and dates when contract training can be performed;

(2) Provide a brief description of your experience in conducting similar or identical training;

(3) Describe the availability of facilities, classes, instructors, equipment, etc., to meet the requirements of the solicitation.

L.5 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)**CLA.4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of a Firm-Fixed Price type contract resulting from this Screening Information Request.

3.9.1-3 PROTEST (NOVEMBER 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "Interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 800 Independence Ave., S.W., Room 323, Washington, DC 20591, Telephone: (202) 267-3290, Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)
- 3.2.2.3-6 SUBMITTALS IN THE ENGLISH LANGUAGE (JULY 2004)
- 3.2.2.3-7 SUBMITTALS IN U.S. CURRENCY (JULY 2004)
- 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)
- 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)
- 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JUL 2004)
- 3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JULY 2004)
- 3.2.2.3-17 PREPARING OFFERS (JULY 2004)
- 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (JULY 2004)
- 3.2.2.3-19 CONTRACT AWARD (JULY 2004)
- 3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)

PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS (JUNE 2007)

CLA.0213R

(a) Technical proposals will be evaluated according to the categories listed below which are all equal in importance and rated as Acceptable or Not Acceptable:

The following information must be provided by the vendor:

- (1) Length of each course
- (2) Location of each course
- (3) Outline of the course content
- (4) Agenda for each day of the course
- (5) Description of lunches and refreshments to be provided each day, or prove appropriate food choices are located within two blocks of training facility. Special consideration shall be given to Islamic dietary requirements.
- (6) Resumes for the instructors for each course

The vendor shall also provide: Three (3) past performance references for work with organizations involving comparable instructional material (content) and experience acquiring a flexible contract similar to this requirement.

(b) Evaluation of price proposals will consider the total price proposed per class.

(c) Award will be made to the lowest-priced, technically acceptable, responsible offeror, with satisfactory past performance.

M.2 EVALUATION OF OFFERS FOR SINGLE AWARD (JAN 1997)

CLA.0250

Award will not be split by item. One award will be made to the responsible offeror submitting the lowest aggregate offer, and whose proposal meets the Government's minimum requirements called out in Section B and the documents referred to therein. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.3 EVALUATION OF PROPOSALS (JAN 1997)

CLA.0276R

(a) Technical proposals shall be evaluated for basic adequacy and shall be considered for the purpose of award on an "acceptable" or "unacceptable" basis only, as determined by the procedures outlined in Part IV, Section L, Paragraph L.2, Technical Proposal.

(b) The following information in the technical proposal will be evaluated for acceptability:

(1) Depth of the course of instruction as determined through review of a copy of the training outline.

(2) Availability of classes to meet FAA training needs as determined by review of the tentative training dates submitted with the proposal.

(3) Experience of the instructor(s) based on their resume.

(4) Experience of the company in offering similar or identical training. Each offeror shall provide sufficient evidence when requested by the designated training coordinator, such as copies of actual documents developed or manuals describing systems developed if a determination on the offeror's technical acceptability cannot be made by review of the training outline.

(5) Functional policies, techniques, and procedures applicable to the management of the contract effort.

(c) The technical proposal shall include, but need not necessarily be limited to, the items shown in (b)(1), (b)(2), (b)(3), (b)(4), and (b)(5). Failure to do so may result in your proposal being eliminated from further consideration.

(d) The Government may discuss the technical aspects of any proposal with the concern submitting the proposal and reserves the right to allow offerors to modify their proposals as necessary to make them technically acceptable. Offerors are advised to submit proposals as necessary to make them technically acceptable and to submit proposals which are fully and clearly acceptable without additional explanation or information, since the Government may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with the award, without further information from the offeror. The number of discussions to be held with any offeror is at the sole discretion of the Government.

(e) The offeror's technical proposal and any subsequent negotiated changes thereto shall be incorporated in any resultant contract, and the commitments made therein shall be binding. In the event of conflict or ambiguity between the contractor's technical proposal (including any amendments) and the Government's stated requirement, the Government's stated requirement shall govern and nothing in said technical proposal shall constitute a waiver of any of the provisions of said requirements.

(f) Price evaluation will be based on the pricing elements and total price per class in selecting the proposal, which is most advantageous to the Government. Award will be made to the lowest-priced offeror, which meets all technical requirements.